TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM371114 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tri-anim Health Services, Inc.		01/29/2016	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Healthcare Financial Solutions, LLC		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2426937	E-QUICK
Registration Number:	3557324	TRI-ANIM

CORRESPONDENCE DATA

Fax Number: 7044448847

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-548-2154

Email: ksaltrick@mcguirewoods.com

McGuireWoods LLP **Correspondent Name:**

Address Line 1: 1345 AVENUE OF THE AMERICAS Address Line 2: Attention: Mirlande Telfort, Esq. Address Line 4: NEW YORK, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	2060236-0029 / TRI-ANIM	
NAME OF SUBMITTER:	Mirlande Telfort	
SIGNATURE:	/s/ Mirlande Telfort	
DATE SIGNED:	01/29/2016	

Total Attachments: 5

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2016, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Healthcare Financial Solutions, LLC* ("<u>HFS</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 29, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security

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^{*} Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "<u>Trademark Collateral</u>"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

<u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SARNOVA HC, LLC

as Grantor

Name. Mark J. Dougherty Title: Secretary

TRI-ANIM HEALTH SERVICES, INC.

as Grantor

Name. Mark J. Dougherty

Title: Chief Financial Officer

BOUND TREE MEDICAL, LLC

as Grantor

Name: Mark J. Dougherty

Title: Secretary

DXE MEDICAL, INC.

as Grantor

Name. Mark J. Dougherty

Title: Chief Financial Officer

ACCEPTED AND AGREED as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Agent

Ву:

Name: Title:

Nena Rodriguez
Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

1. 2ND LIFE United States 76/708900 4346956 08/29/2011 06/04/2013 06/04/2013 08/29/2011 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2012 07/10/2010 07/10/2012 07/10/2012 07/10/2010 07/10/2012 07/10/2010 07/10/2012 07/10/2010 07/10/2012 07/10/2010 07/10/2010 07/10/2011 0		Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
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2. DXE United States 76/708590 08/02/2011 4171900 07/10/2012 DXE Medical, Inc. 3. E-QUICK United States 75/925531 02/10/2000 2426937 02/10/2001 Tri-anim Health Services, 02/10/2009 4. Tri-anim United States 77/484842 3557324 01/06/2009 Tri-anim Health Services, 05/28/2009 5. ALLMED United States 74/291708 1851065 08/23/1994 Bound Tree Medical, LLC 6. ALLMED United States 75/019913 2008521 10/15/1996 Bound Tree Medical, LLC 7. BOUND TREE MEDICAL United States 85/087945 3950341 20/15/1996 Sarnova HC, LLC 8. MAKING PRECIOUS MINUTES COUNT United States 85/087955 3928618 20/3/08/2011 Sarnova HC, LLC 9. SARNOVA SARNOVA United States 85/087970 3995115 20/7/19/2010 Sarnova HC, LLC 10. SCHOOLKIDS HEALTHCARE United States 85/087985 3952868 20/7/19/2011 Sarnova HC, LLC 11. TITANCARE United States 85/106610 3965097 20/5/24/2011 Sarnova HC, LLC 12. CURAPLEX United States 85/102010 05/24/2011 11/08/2011 13.	1.	2ND LIFE	United States			DXE Medical, Inc.
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TRADEMARK APPLICATIONS

None.

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